- 3.3 <u>YISD Reservation</u>. Notwithstanding anything herein to the contrary, YISD reserves the right to use its own staff or third parties to perform services with respect to the Projects.
- 3.4 <u>Insurance</u>. Throughout the term of this Agreement, Provider shall maintain in force insurance policies, issued by insurance companies acceptable to YISD, naming YISD as an additional insured, in accordance with the terms of Exhibit "E", attached hereto and incorporated herein. Provider shall provide YISD with evidence of such policies prior to performing the Services and thereafter upon request. All such policies shall be in form and substance satisfactory to YISD and shall provide that YISD is to be given 45 days written notice of any cancellation, lapse, or expiration thereof.
- 3.5 <u>Indemnity</u>. Provider agrees to indemnify, defend, and hold-harmless YISD, and its trustees, employees, representatives, successors, and assigns (the "YISD Releasees") from and against any and all claims, causes of action, liability, expenses, attorneys fees, costs, injuries, damage, harm, or other loss of any YISD Releasees, regardless of any negligent or other conduct of any YISD Releasees, to the proportional extent caused by the intentional, willful, or negligent acts or omissions of Provider or the breach of any term of this Agreement by Provider.
- 3.6 Reports. Provider shall provide monthly written and, upon request, oral reports to Y ISD specifying in detail the activities undertaken and the steps then being taken by the Provider to describe the progress and provision of the Services. The reports shall be made at such times, and in a format, satisfactory to YISD.
- 3.7. Prohibition of Discrimination. No person in the United States shall, on the grounds of race, creed, color, national origin [including immigration status where an alien holds proper work authorization], military status, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to segregation or discrimination in any way, shape or form in employment or under projects or activities funded in whole or in part with funds made available to Provider pursuant to this Agreement, as set forth in Executive Order 11246, Executive Order 11375, and/or other law.
- 3.8 <u>Construction</u>. At YISD's option, depending upon the type and scope of construction required in performance of the Services at YISD facilities, YISD may require additional construction-specific provisions to be incorporated into this Agreement; in such case, however, such provisions shall be those set forth on Exhibit "I" [if any], attached hereto and incorporated herein. To the extent the Services involve a "public work" subject to Chapter 2 253 of the T exas Government Code, Provider shall provide payment and performance bonds in accordance with such laws and YISD's directions and policies.

Article IV Remedies

- 4.1 Remedies. In the event of breach of this Agreement by Provider, and in addition to its rights to terminate this Agreement as provided herein and its rights and remedies in law and equity, YISD shall have the right to off-set and/or retain from payments otherwise due to Provider its damages, fees, and costs sustained or incurred in connection with such breach, provided that YISD first gives Provider 15 days prior notice of intent to exercise this right of offset/retainage and an opportunity to cure the specified default or problem within such period. Furthermore, if this Agreement is terminated by YISD under Paragraph 2.2(g), YISD shall be entitled to recover, in addition to its other remedies, a sum equal to the value of the gratuity involved as well as all costs of procurement of replacement Services.
- 4.2 <u>Reservation</u>. YISD reserves, and does not waive, its rights of sovereign immunity and similar rights and its rights under the Texas Tort Claims Act. No provision of this Agreement that imposes an obligation or restriction on YISD not permitted by applicable law shall be enforceable. Any provision of this Agreement permitting or requiring discretion, consent, or approval by Provider will be deemed to require that the same be exercised reasonably and in good faith.

Article V Invoicing and Payment

- 5.1 Payment Schedule. The Charges portion of the Services shall be invoiced at YISD, Attn: Accounts Payable, with a copy to YISD, Attn: Technology Information Systems, at YISD's address listed below. Each invoices must reference the YISD Purchase Order No., as well as this Agreement, and contain all necessary documentation required by YISD and Program rules. YISD is EXEMPT from all taxes. The Charges are subject to all rules of the Program, and all policies and procedures of the SLD. Provider shall be responsible for submission of necessary documentation to the SLD or its designee for the purpose of receiving payment of the remainder of the Prices.
- 5.2 <u>Invoice</u>. Except as otherwise provided herein, YISD shall make payment for any invoice received, and determined eligible and approved for payment, prior to the latter of: (a) thirty days after receipt; or (b) the last business day of the following month. YISD may delay payment of any invoice in order to confirm eligibility, and proper and timely completion, of the Services represented thereby. Past due invoices shall bear interest at the rate provided by Section 2251.025 of the Texas Government Code or its successor. YISD may withhold all or part of the Charges as retainage, to the extent required by applicable law, or pending proper completion of the Services represented thereby.
- 5.3 <u>Budget</u>. Notwithstanding anything herein to the contrary, no payment will be made by YISD to the Provider hereunder during the current YISD budget period, and in any succeeding YISD budget period in excess of the dollar amount so budgeted for the

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same in such succeeding budget period. Payment of any amounts for the Charges in excess of such figures to the Provider is conditioned upon a best efforts attempt by the Board of Trustees of YISD to obtain and appropriate funds for such payment.

- 5.3 Audit. YISD shall have rights to inspect, copy, and audit certain records defined in, and in accordance with the terms and conditions of, Exhibit "F", attached hereto and incorporated herein (collectively, the "Records").
- E-Rate Funding. Provider understands and agrees that this Agreement is contingent at YISD's option, upon receipt of E-Rate funding by YISD in an amount sufficient, in its discretion, to perform the Projects. YISD reserves the right to determine to cancel or modify any one or more of the Projects. In the event of modification of a Project, YISD and Provider shall negotiate in good faith on revised Prices, and revised Charges, with respect to such modified Project; absent such agreement, YISD may terminate this Agreement with respect to that Project or all other Projects. In the event of cancellation of a Project, the Prices, and Charges, relating to that Project shall be deemed deleted and eliminated. Notwithstanding the foregoing, YISD reserves the right to perform one or more of any Projects, or parts thereof, and acquire all or any part of the Services, using its own funds or non-Program funds. Provider acknowledges and agrees that, except for the Charges, YISD shall not have any responsibility to directly or indirectly pay compensation to Provider for the Services.

Article VI Warranties and Representations

- 6.1 <u>Performance Warranty</u>. In addition to any other warranties provided by the Texas Business and Commerce Code or other law, Provider warrants that it and all authorized subcontractors and suppliers will perform and provide the Services in a good and workmanlike manner, using good faith, best efforts, and using best skill, workmanship, and knowledge, and that the Services shall meet all specifications herein, all laws, and all industry standards.
- Representations. Provider hereby represents, warrants, and covenants to YISD the following, along with that done elsewhere herein, as of the date of this Agreement and continuing thereafter throughout the term of this Agreement, acknowledging YISD's reliance thereon: (a) Provider is a validly organized and existing entity in good standing under the laws of the state of its organization; (b) Provider is duly qualified under the laws of the state of its organization and the State of Texas to transact business and to perform the Services; (c) all requisite organizational action has been taken to authorize execution and performance of this Agreement by Provider; (d) Provider is fully and duly authorized to execute and perform this Agreement; (e) the execution and performance of this Agreement by Provider shall not violate any federal, state, local, or other law; (f) the execution and performance of this Agreement by Provider shall not breach any other agreement or contract of Provider; (g) the Charges are set independently without consultation, communication, or agreement with third parties for the purpose of restricting competition; (h) Provider has and will retain all necessary

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licenses, permits, and other authorizations necessary to participate in the Program and to perform the Services, including without limitation any proper registration and licensure as a service provider under the Program; (i) Provider will comply with all applicable laws in performance of the Services; (i) neither Provider nor any of its owners or other principals has been convicted of any felony; (1) Provider has not been adjudged or arbitrated liable for fraud, conversion, or deceptive trade practices; (m) Provider is not the subject of any pending criminal proceeding; (n) Provider is not the subject of any pending civil proceeding concerning allegations of fraud, conversion, or deceptive trade practices; (o) no employee, official, or representative of YISD has any direct or indirect personal financial interest in Provider or shall receive any direct or indirect compensation or benefit from Provider; (p) no person or entity was employed or retained by Provider on a commission, percentage, or contingent fee to solicit, secure, or to maintain in effect this Agreement; (q) the Services are all eligible for funding under the Program; (r) the Prices are fair and reasonable, and consistent with industry and market standards; (s) the Prices are allowable and eligible under the Program; (t) Provider shall comply with all rules of the Program and all policies of the SLD in performance of the Services; (u) Provider has complied with all rules of the Program and all policies of the SLD with respect to YISD prior to the date of this Agreement; (v) Provider has complied with and will comply with the business ethics policy of YISD, including without limitation that set forth on Exhibit "G", attached hereto and incorporated herein; and (w) Provider shall not permit any employee of Provider or any approved subcontractor to be present upon premises of YISD who presents an unreasonable risk of harm to employees, students, or visitors of YISD, who is a registered sex offender or equivalent, who has or receives a conviction for any crime involving harm to a child, who is subject to reporting requirements for prior sexual offenses, who is of a character so that his/her presence at YISD sites present a risk of harm to children, who fraternizes or otherwise communicate with students except in cases of safety or like concerns, who uses or possesses alcohol, tobacco, illegal drugs, improperly-used drugs, or dangerous substances, or is under the influence of any, while performing or providing any of the Services, or who possesses a firearm, knife, or other weapon as defined by YISD policies [including without limitation a pocketknife] or applicable law at YISD facilities.

- 6.3 Confidentiality. During the course of performance of the Services, Provider will have access to certain confidential and/or proprietary information belonging to YISD, including without limitation information designated as confidential or not generally known by non-YISD personnel (collectively, the "Confidential Information"). YISD desires to protect the Confidential Information from subsequent use or disclosure by Provider or any person or entity acting in concert with Provider. Provider agrees to never, without the prior written consent of YISD, do any of the following, directly or indirectly: (a) use Confidential Information for Provider's own purposes or for the purposes of any person or entity other than YISD: or (b) disclose the Confidential Information to non-YISD personnel. Provider further shall take all steps necessary to prevent disclosure of Confidential Information by any other person or entity.
- 6.4 <u>Proprietary Materials</u>. Notwithstanding the disclosure to Provider in the past or at any time in the future, all data, client lists, financial records, other records.

equipment, tools, property, information, specifications, and materials submitted by, used by, provided to, prepared, and/or compiled by Provider, furnished to Provider, or used by Provider during the proposal of Provider for and/or the performance of the Agreement, as well as all copies thereof (collectively, the "Materials"), shall be and remain the sole and exclusive property of YISD. None of the Materials shall be retained by Provider or transmitted to anyone at any time, either now or in the future. Upon termination of this Agreement, or upon request by YISD, Provider shall promptly deliver the Materials to YISD.

6.5 <u>Intellectual Property.</u> If any original writing, sound recording, pictorial or graphical representation, photograph, picture, computer program, supporting data, or works of any similar nature arises, or if any discovery or invention arises or is developed, in whole or part from the performance of the Services, YISD shall have the right to use, duplicate, disclose, copyright, or patent the same in whole or part, at any time, in any manner, for any reason or purpose, and without charge, and YISD reserves and is granted a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use the same in whole or part.

Article VII Miscellaneous

- 7.1 No Assignment. Without the prior written consent of the other party, no party shall have right or power to assign this Agreement in whole or in part, or to delegate any duties hereunder in whole or part.
- 7.2 <u>Binding Effect</u>. This Agreement, and every provision thereof, shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.
- 7.3 <u>Interpretation</u>. Wherever the context shall require, the singular shall include the plural, and the male gender shall include the female gender and the neuter, and vice versa.
- 7.4 <u>Fees and Costs</u>. In the event YISD brings an action to enforce or interpret any provision of this Agreement, YISD, if the prevailing party, will be entitled to recover its costs and expenses including, without limitation, reasonable attorney's fees, costs, and necessary disbursements, in addition to any other relief to which YISD shall be entitled to receive.
- 7.5 <u>Waiver</u>. No consent or waiver, express or implied, by a party to or for any breach of any provision hereunder by the other party shall be deemed a consent or waiver to or for any other breach of the same provision or any other provision hereunder. In addition, the acceptance of Services by YISD does not waive any rights of YISD under this Agreement, applicable law, or Program rules.

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- 7.6 <u>Joint Preparation</u>. This Agreement has been jointly prepared by the parties, and no ambiguity shall be construed against any party based on the identity of the author of this Agreement.
- 7.7 Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND IS PERFORMABLE IN EL PASO COUNTY, TEXAS. VENUE OF ANY LITIGATION BETWEEN THE PARTIES SHALL BE IN EL PASO COUNTY, TEXAS.
- 7.8 <u>Counterparts</u>. This Agreement may be executed in original or facsimile signatures, in multiple counterparts.
- 7.9 <u>Relationship</u>. This Agreement does not constitute a joint venture or partnership of any kind between the parties hereto. Provider is in an independent contractor relationship with YISD.
- 7.10 Invalidity. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalid or unenforceable provision shall not effect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objective of the invalid or unenforceable provision.
- 7.11 <u>Headings</u>. Headings to clauses in this Agreement are for the purpose of information and identification only and shall not be construed as forming part of this Agreement.
- 7.12 Notices. Any notice, request, instruction or other document to be given hereunder shall be hand-delivered, sent by first class mail, or sent by telex or facsimile, with such telex or facsimile notice to be followed-up by letter posted within 12 hours, to the address of the other party set out in this Agreement or such other address as may have been provided in the interim.
- 7.13 <u>Public Information Act.</u> Notwithstanding anything herein or in the Provider's response to YISD's request for proposal, request for competitive sealed proposal, bid request, or similar instrument, such response and all accompanying or submitted materials and information in connection therewith, may be subject to disclosure in accordance with the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code.
- 7.14 <u>Independent Obligations</u>. The obligations of Provider hereunder are independent covenants. No act. omission, or circumstance of any kind, even if it constitutes a breach of covenant by YISD, shall release Provider of timely performance

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of its obligations. Any amounts due from Provider to YISD, and any part thereof, shall be paid without claim of set-off, counterclaim, or deduction of any nature or for any cause whatsoever.

- 7.15 <u>Time</u>. Time is of the essence with respect to Provider's obligations under this Agreement. Specifically, Provider acknowledges that any Program funds to be used in connection with the Services or this Agreement will be contingent, in whole or part, upon completion of the Services by a specified date, and that timely completion of the Services may be a prerequisite to timely completion of other Program projects not covered by this Agreement.
- 7.16 <u>Legal Actions</u>. Provider shall advise YISD as to matters which come to its attention involving potential legal actions by third parties against YISD relating to the Projects, the Services, and/or this Agreement, and shall promptly advise YISD of legal actions commenced by third parties against the YISD which come to its attention. Provider shall reasonably cooperate with YISD in the defense of any action by third parties against YISD relating to the Services, the Projects and/or this Agreement.
- 7.17 Prohibited Payments. Except with the prior written consent of YISD, Provider agrees not to directly or indirectly seek, solicit, receive, or accept any compensation, fee, gift, property, commission, rebate, or other payment from any third party in connection with provision of the Services (collectively, the "Third-Party Payments"). Any consented-to Third-Party Payments must not be intended to be a kickback, bribe, or other illegal payment or gratuity, and must be at a rate commensurate with standard and reasonable compensation for similar goods and/or services provided by third parties in the business of providing such goods or services. Any Third-Party Payment that is not consented-to, that is not disclosed, that is improperly disclosed, or that fails to meet these other requirements shall be deemed to be a "Prohibited Payment".
- 7.18 No Employment. To the extent that Provider hires, employs, or continues to retain any person in connection with the provision of the Services or any Project, or otherwise uses any person to perform services in connection with the same, such person shall be an employee of Provider, and not an employee of YISD for any purpose.
- 7.19 <u>Survival</u>. The representations, warranties, covenants, and indemnities made by Provider in this Agreement, as well as all other provisions which expressly or by their nature extend beyond termination of this Agreement, shall survive execution, performance, and/or termination of this Agreement.
- 7.20 No Third Party Beneficiary. Nothing herein is intended to, or shall be construed to, provide any rights or remedies to any third party, or to create any third party beneficiary.
- 7.21 Entire Agreement. THIS AGREEMENT, INCLUDING EXHIBITS AND APPENDICES, IS THE FINAL, COMPLETE, AND ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER AND

SUPERSEDES ALL PRIOR COMMUNICATIONS, ORAL OR WRITTEN, BETWEEN THE PARTIES. CHANGES TO THIS AGREEMENT MAY ONLY BE MADE BY MUTUAL WRITTEN AGREEMENT OF THE PARTIES, WHICH MUST CONTAIN THE AUTHORIZED SIGNATURE OF YISD'S SUPERINTENDENT.

EXECUTED as of the 10th day of February, 2005.

DESERT COMMUNICATIONS, INC.

Name:

Title:

7355 Remcon Circle Ste 102 El Paso Texas 79912

"Provider"

YSLETA INDEPENDENT SCHOOL DISTRICT

Bv: //

Name: ANDY RAMIREZ

Title: BOARD PRESIDENT

9600 Sims

El Paso, Texas 79925

"YISD"

Exhibit "A" Authorized Persons

Ben Perez Network Engineer Ysleta ISD – TIS Department 9600 Sims El Paso Texas 79925 915-434-1069

Exhibit "B" Description of Prices and Payment Schedule

The attached page(s) show each item, accompanied by the name of the vendor which YISD has selected to provide that Service, which selected vendor is identified by the "1st Low" reference for the particular item [unless specifically noted otherwise on such page]. For purposes of this Agreement, the Prices are those associated with the items on the attached page(s) which are next to the name of the Provider or on the same line (the "Provider Items"). Items relating to any named third-party or items containing a "no quote" reference are not part of this Agreement. The identities of other vendors, if any, are shown in order to ensure the respective vendors, including Provider, are aware of their respective, allocated Services, and to differentiate between the Provider Items and the items associated with other vendors.

The aggregate Prices in no event shall exceed the lesser of the sum approved by the Board of Trustees with respect to the specific award of this Agreement to Provider or the sum awarded by the SLD with respect to the same.

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Exhibit B

25-1119-011CSP Wireless Data Connectivity

AWARD SUMMARY



ITEM					
NO	DESCRIPTION	QTY		AWARD SUMMARY	
	E-Rate Pricing				
1	Access Points - Cisco Aironet 1200 series or compatible; 802.11g compliant; power over ethernet capability; with high gain omni-directional antenna. Must include all mounting hardware for both vertical and horizontal mounting on walls or ceilings.	1 thru 10	1st Low	Avnet Enterprise Solutions	\$ 603.06 \$ 135.00 Installation \$ 738.06 Total Cost
	Installation with site survey cost included per each access point.		2nd Low	Access Communications	\$ 706.16 \$ 159.00 Installation \$ 856.16 Total Cost
D		11 thru 24	1st Low	Avnet Enterprise Solutions	\$ 603.06 \$ 135.00 Installation \$ 738.06 Total Cost
			2nd Low	Access Communications	\$ 686.40 \$ 159.00 Installation \$ 845.40 Total Cost
		25 and greater	1st Low	Avnet Enterprise Solutions	\$ 603.06 \$ 135.00 Installation \$ 738.06 Total Cost
			2nd Low	Access Communications	\$ 686.40 \$ 159.00 Installation \$ 845.40 Total Cost

Brand/Model Submitted: AP1213G & ANT1728



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ITEM NO	DESCRIPTION	QTY		AWARD SUMMARY		
	If access point proposed does not support power over ethernet, and the adapter(s) is a separate item, then please	1 thru 10	1st Low 2nd Low	Avnet Enterprise Solutions Desert Communications Inc.	\$ \$	33.63 35.00
	provide prices for power adapter(s).	11 thru 24	1st Low 2nd Low	Avnet Enterprise Solutions Desert Communications Inc.	\$ \$	33.63 35.00
		25 and greater	1st Low 2nd Low	Avnet Enterprise Solutions Desert Communications Inc.	\$ \$	33.63 35.00
	Brand/Model Submitted: <u>PWR INJ3</u>					
2	Access Points - Cisco Aironet 1200 series or compatible; 802.11g compliant; power over ethernet capability; with low gain directional antenna. Must include all mounting hardware or both vertical and horizontal mounting on walls or ceilings.	1 thru 10	1st Low	Desert Communications Inc.	\$	660.00 100.00 nstallation 760.00 Fotal Cost
)	Installation with site survey cost included per each access point.		2nd Low	Avnet Enterprise Solutions	\$	637.26 135.00 istallation 772.26 fotal Cost
		11 thru 24	1st Low	Desert Communications Inc.	\$	660.00 100.00 stallation 760.00 otal Cost
			2nd Low	Avnet Enterprise Solutions	\$	637.26 135.00 stallation 772.26 otal Cost
		25 and greater	1st Low	Desert Communications Inc.	\$	660.00 100.00 stallation 760.00 otal Cost



Exhibit B

25-1119-011CSP Wireless Data Connectivity



ITEM NO	DESCRIPTION	QTY		AWARD SUMMARY		
			2nd Low	Avnet Enterprise Solutions	\$ 13 Install	37.26 35.00 ation 72.26
	Brand/Model Submitted: Cisco Aironet 1200-P/N AIR-AP1231G-A-K9, includes Antenna - AIR- ANT1729				Totał	Cost
	If access point proposed does not support power over ethernet, and the adapter(s) is a separate item, then please	1 thru 10	1st Low 2nd Low	Avnet Enterprise Solutions Desert Communications Inc.	•	3.63 5.00
	provide prices for power adapter(s).	11 thru 24	1st Low 2nd Low	Avnet Enterprise Solutions Desert Communications Inc.	•	3.63 5.00
	Brand/Model Submitted: <u>PWR INJ3</u>	25 and greater	1st Low 2nd Low	Avnet Enterprise Solutions Desert Communications Inc.		3.63 5.00
3	Access Points - Cisco Aironet 1200 series or compatible; 802.11g compliant; power over ethernet capability; with high gain directional antenna. Must include all mounting hardware for both vertical and horizontal mounting on walls or ceilings.	1 thru 10	1st Low	Desert Communications Inc.	\$ 100 Installa	9.00
	Installation with site survey cost included per each access point.		2nd Low	Avnet Enterprise Solutions	\$ 135 Installa	8.59
		11 thru 24	1st Low	Desert Communications Inc.	\$ 100 Installa	9.00
			2nd Low	Avnet Enterprise Solutions	\$ 135 Instalia	2.59
)		25 and greater	1st Low	Desert Communications Inc.		01

Total Cost

PURCHASING SERVICES

Exhibit B

25-1119-011CSP Wireless Data Connectivity

ITEM		071		ANALOD OLIVIAGE		
NO	DESCRIPTION	QTY		AWARD SUMMARY		
	Brand/Model Submitted: Cisco Aironet 1200-P/N		2nd Low	Avnet Enterprise Solutions	\$	733.59 135.00 nstallation 868.59 Total Cost
	AIR-AP1231G-A-K9, Includes Antenna - AIR-ANT1949					
	If access point proposed does not support power over ethernet, and the adapter(s)	1 thru 10	1st Low 2nd Low	Avnet Enterprise Solutions Desert Communications Inc.	\$ \$	33.63 35.00
	is a separate item, then please provide prices for power adapter(s).	11 thru 24	1st Low 2nd Low	Avnet Enterprise Solutions Desert Communications Inc.	\$ \$	33.63 35.00
	Brand/Model Submitted: <u>PWR INJ3</u>	25 and greater	1st Low 2nd Low	Avnet Enterprise Solutions Desert Communications Inc.	\$ \$	33 .63 35.00
4	Access Points - Cisco Aironet 1200 series or compatible; 802.11g compliant; power over ethernet capability; without antenna. Must include all mounting hardware for both vertical and horizontal mounting on walls and ceilings.	1 thru 10	1st Low	Desert Communications Inc.	\$	531.00 100.00 installation 631.00 Total Cost
	Installation with site survey cost included per each access point.		2nd Low	Avnet Enterprise Solutions	\$	512.43 135.00 istallation 647.43 otal Cost
		11 thru 24	1st Low	Desert Communications Inc.	\$	531.00 100.00 stallation 631.00 otal Cost
			2nd Low	Avnet Enterprise Solutions	\$ \$!n. \$	512.43 135.00 stallation 647.43



25-1119-011CSP Wireless Data Connectivity

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NO NO	DESCRIPTION	QTY		AWARD SUMMARY		
		25 and greater	1st Low	Desert Communications Inc.	\$	531.00 100.00 stallation 631.00 otal Cost
	Brand/Model Submitted: <u>Cisco Aironet 1200 - P/N</u> <u>AIR-AP1231G-A-K9</u>		2nd Low	Avnet Enterprise Solutions	\$	512.43 135.00 stallation 647.43 otal Cost
	If access point proposed does not support power over ethernet, and the adapter(s) is a separate item, then please	1 thru 10	1st Low 2nd Low	Avnet Enterprise Solutions Desert Communications Inc.	\$ 63	33.63 35.00
	provide prices for power adapter(s). Brand/Model Submitted: PWR INJ3	11 thru 24	1st Low 2nd Low	Avnet Enterprise Solutions Desert Communications Inc.	\$ \$	33.63 35.00
		25 and greater	1st Low 2nd Low	Avnet Enterprise Solutions Desert Communications Inc.	\$ \$	33.63 35.00
5	Access Points - Cisco Aironet 1300 series or compatible; 802.11g compliant; power over ethernet capability; with high gain omni-directional antenna. Must include all mounting hardware for both vertical and horizontal mounting on walls	1 thru 10	1st Low	Avnet Enterprise Solutions	\$ 1	881.79 135.00 stallation 1.016.79 stal Cost
	or ceilings. Installation with site survey cost included per each access point.		2nd Low	Access Communications	\$ 1	990.08 159.00 tallation ,149.08 tal Cost
		11 thru 24	1st Low	Avnet Enterprise Solutions	\$ 1	881.79 135.00 tallation .016.79 tal Cost
			2nd Low	Access Communications	\$ 1	964.08 159.00 taliation .120.08 tal Cost

Exhibit B

25-1119-011CSP Wireless Data Connectivity



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NO NO	DESCRIPTION	QTY		AWARD SUMMARY	
		25 and greater	1st Low	Avnet Enterprise Solutions	\$ 881,79 \$ 135,00 Installation \$ 1,016,79 Total Cost
	Brand/Model Submitted: BR1310G & ANT2506 & ACCWAMK1300=		2nd Low	Access Communications	\$ 964.08 \$ 159.00 Installation \$ 1,123.08 Total Cost
	If access point proposed does not support power over ethernet, and the adapter(s) is a separate item, then please	1 thru 10		No response received; will quote as needed	
)	provide prices for power adapter(s).	11 thru 24		No response received; will quote as needed	
	Brand/Model Submitted: N/A	25 and greater		No response received; will quote as needed	
6	Access Points - Cisco Aironet 1300 series or or compatible; 802.11g compliant; power over ethernet capability; with low gain directional antenna. Must include all mounting hardware for both vertical and horizontal mounting on walls or ceilings.	1 thru 10	1st Low	Avnet Enterprise Solutions	\$ 791.16 \$ 135.00 installation \$ 926.16 Total Cost
	Installation with site survey cost included per each access point.		2nd Low	Desert Communications Inc.	\$ 950.00 \$ 100.00 Installation \$ 1.050.00 Total Cost
		11 thru 24	1st Low	Avnet Enterprise Solutions	\$ 791.16 \$ 135.00 installation \$ 926.16 Total Cost

25-1119-011CSP Wireless Data Connectivity



NO DESCRIPTION		QTY		AWARD SUMMARY	
NO DESCRIPTION		V411	2nd Low	Desert Communications Inc.	\$ 950.00 \$ 100.00 Installation \$ 1,050.00 Total Cost
		25 and greater	1st Low	Avnet Enterprise Solutions	\$ 791.16 \$ 135.00 Installation \$ 926.16 Total Cost
Brand/Model Submitted: ACCWAMK1300=	BR1310G &		2nd Low	Desert Communications Inc.	\$ 950.00 \$ 100.00 Installation \$ 1,050.00 Total Cost
If access point proposed power over ethernet, and is a separate item, then proposed	I the adapter(s)	1 thru 10		No response received; will quote as needed	
provide prices for power		11 thru 24		No response received; will quote as needed	
Brand/Model Submitted:	N/A	25 and greater		No response received; will quote as needed	
7 Access Points - Cisco Air or compatible; 802.11g or ethernet capability; with hantenna. Must include all for both vertical and horiz	ompliant; power over ligh gain directional I mounting hardware	1 thru 10	1st Low	Avnet Enterprise Solutions	\$ 791.16 \$ 135.00 installation \$ 926.16 Total Cost
walls or ceilings. Installation with site surve each access point.	y cost included per		2nd Low	Desert Communications Inc.	\$ 1.039.00 \$ 100.00 Installation \$ 1,139.00 Total Cost
		11 thru 24	1st Low	Avnet Enterprise Solutions	\$ 791.16 \$ 135.00 Installation \$ 926.16 Total Cost

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PURCHASING SERVICES

Exhibit B

25-1119-011CSP Wireless Data Connectivity

AWARD SUMMARY

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ITEM NO		QTY		ANAZA DID. CU INANAA DIY	
140	DESCRIPTION	<u>uir</u>	2nd Low	AWARD SUMMARY Desert Communications Inc.	\$ 1,039.00 \$ 100.00 Installation \$ 1,139.00 Total Cost
		25 and greater	1st Low	Avnet Enterprise Solutions	\$ 791.16 \$ 135.00 Installation \$ 926.16 Total Cost
			2nd Low	Desert Communications Inc.	\$ 1,039.00 \$ 100.00 Installation \$ 1,139.00 Total Cost
	Brand/Model Submitted: BR1310G & ACCWAMK1300=				
	If access point proposed does not support power over ethernet, and the adapter(s) is a separate item, then please	1 thru 10		No response received; will quote as needed	
	provide prices for power adapter(s).	11 thru 24		No response received; will quote as needed	
	Brand/Model Submitted: N/A	25 and greater		No response received; will quote as needed	
	Access Points - Cisco Aironet 1300 series or compatible; 802.11g compliant; power over ethernet capability; without antenna. Must include all mounting hardware for both vertical and horizontal mounting on walls or ceilings.	1 thru 10	1st Low	Desert Communications Inc.	\$ 820.00 \$ 100.00 Installation \$ 920.00 Total Cost
	Installation with site survey cost included per each access point.		2nd Low	Access Communications	\$ 880.88 \$ 159.00 Installation \$ 1.039.88 Total Cost
)		11 tnru 24	1st Low	Desert Communications inc.	\$ 820.00 \$ 100.00 installation \$ 920.00

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AWARD SUMMARY



ITEI NC	DESCRIPTION	QTY		AWARD SUMMARY		
			2nd Low	Access Communications	\$	862.16 159.00 nstallation 1,021.16 Total Cost
		25 and greater	1st Low	Desert Communications Inc.	\$	820.00 100.00 nstallation 920.00 fotal Cost
			2nd Low	Access Communications	\$	862.16 159.00 installation 1.021.16 otal Cost
)	Brand/Model Submitted: <u>Cisco Aironet 1300 - P/N AIR-BR1310-A-K9-R</u> , <u>Includes mounting h/w - AIR-ACCWAMK1300</u>					
	If access point proposed does not support power over ethernet, and the adapter(s) is a separate item, then please	1 thru 10		No response received; will quote as needed		
	provide prices for power adapter(s).	11 thru 24		No response received; will quote as needed		
	Brand/Model Submitted: N/A	25 and greater		No response received; will quote as needed		
9	Antennas Omni-directional; low gain	1 thru 10	1st Low 2nd Low	Avnet Enterprise Solutions Access Communications	\$ \$	10.83 12.96
		11 thru 24	1st Low 2nd Low	Avnet Enterprise Solutions Access Communications	\$ \$	10.83 12.96
		25 and greater	1st Low 2nd Low	Avnet Enterprise Solutions Access Communications	\$ \$	10.83 12.96

Brand/Model Submitted: ANT4941



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AWARD SUMMARY



EM NO DESCRIPTION	QTY		AWARD SUMMARY		
Omni-directional; high gain	1 thru 10	1st Low 2nd Low	The Presidio Corporation Avnet Enterprise Solutions	\$ \$	88.76 90.6
	11 thru 24	1st Low 2nd Low	The Presidio Corporation Avnet Enterprise Solutions	\$ \$	88.78 90.63
		ZIIG LOW	Avnet Enterprise Soldaons	Φ	90.0
	25 and greater	1st Low 2nd Low	The Presidio Corporation Avnet Enterprise Solutions	\$ \$	88.78 90.63
Brand/Model Submitted: Cisco AIR-ANT1728					
Directional; low gain	1 thru 10	1st Low	The Presidio Corporation	\$	122.28
		2nd Low	Avnet Enterprise Solutions	\$	124.83
	11 thru 24	1st Low	The Presidio Corporation	\$	122.28
		2nd Low	Avnet Enterprise Solutions	\$	124.83
	25 and greater	1st Low	The Presidio Corporation	\$	122.28
		2nd Low	Avnet Enterprise Solutions	\$	124.83
Brand/Model Submitted: Cisco AIR-ANT1729					
Directional; high gain	1 thru 10	1st Low 2nd Low	The Presidio Corporation Avnet Enterprise Solutions	\$ \$	166.95 170.43
	44.0		, i		
	11 thru 24	1st Low 2nd Low	The Presidio Corporation Avnet Enterprise Solutions	\$ \$	166.95 170.43
	25 and greater	1st Low	The Presidio Corporation	\$	166.95
				•	

2nd Low

Avnet Enterprise Solutions

\$ 170.43

Brand/Model Submitted: Cisco AIR-ANT2410Y-R

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AWARD SUMMARY



ITEM						
NO	DESCRIPTION	QTY		AWARD SUMMARY		
10	CardBus 802.11a/b/g client system adapters	1 thru 10	1st Low	The Presidio Corporation	\$	3,774.62
	for laptops.		2nd Low	August Enterprise Solutions	e	\$94.37 ea 96.83
			∠na Low	Avnet Enterprise Solutions	\$	96.83
		11 thru 24	1st Low	The Presidio Corporation	\$	3,774.62
						\$94.37 ea
			2nd Low	Avnet Enterprise Solutions	\$	96.83
		25 and greater	1st Low	The Presidio Corporation	\$	3,774.62
						\$94.37 ea
			2nd Low	Avnet Enterprise Solutions	\$	96.83
	Brand/Model Submitted: <u>Cisco AIR-CB21AG-A-K9-40</u>					
11	PCI 802.11a/b/g Card adapter for desktop PCs.	1 thru 10	1st Low	The Presidio Corporation	\$	1,390.36
					\$	\$139.03 ea
			2nd Low	Avnet Enterprise Solutions	\$	141.93
		11 thru 24	1st Low	The Presidio Corporation	\$	1,390.36
					\$	3139.03 ea
			2nd Low	Avnet Enterprise Solutions	\$	141.93
		25 and greater	1st Low	The Presidio Corporation	\$	1,390.36
						139.03 ea
	Brand/Model Submitted: Cisco AIR-Pl21AG-A-K9-10		2nd Low	Avnet Enterprise Solutions	\$	141.93
40	Device advantage for property and access points	4.4540	1st Low	The Presidio Corporation	¢	20.04
12	Power adapters for proposed access points.	1 thru 10	2nd Low	Avnet Enterprise Solutions	\$ \$	32.94 33.63
			ZIIU LOW	Avnet Enterprise Solutions	Φ	33.03
		11 thru 24	1st Low	The Presidio Corporation	\$	32.94
			2nd Low	Avnet Enterprise Solutions	\$	33.63
		25 and greater	1st Low	The Presidio Corporation	\$	32.94
		-	2nd Low	Avnet Enterprise Solutions	\$	33.63

Brand/Model Submitted: Cisco AIR-PWRINJ3=

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AWARD SUMMARY



NO NO	DESCRIPTION	QTY		AWARD SUMMARY	
	Non-Erate Pricing				
1	Access Points - Cisco Aironet 1200 series or compatible; 802.11g compliant; power over ethernet capability; with high gain omni-directional antenna. Must include all mounting hardware for both vertical and horizontal mounting on walls or ceilings.	1 thru 10	1st Low	Access Communications	\$ 783,36 \$ 159.00 Installation \$ 942,36 Total Cost
	Installation with site survey cost included per each access point.		2nd Low	Desert Communications Inc.	\$ 941.00 \$ 100.00 Installation \$ 1,041.00 Total Cost
		11 thru 24	1st Low	Access Communications	\$ 783.36 \$ 159.00 Installation \$ 942.36 Total Cost
			2nd Low	Desert Communications Inc.	\$ 941.00 \$ 100.00 Installation \$ 1,041.00 Total Cost
		25 and greater	1st Low	Access Communications	\$ 783.36 \$ 159.00 Installation \$ 942.36 Total Cost
			2nd Low	Desert Communications Inc.	\$ 941.00 \$ 100.00 Installation \$ 1.041.00 Total Cost

Brand/Model Submitted: <u>Cisco AIR-AP1231G-A-K9</u> <u>AIR-ANT2506, AIR-PWRINJ3</u>



Total Cost

Exhibit B

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ITEN NO		QTY		AWARD SUMMARY	
	If access point proposed does not support power over ethernet, and the adapter(s) is a separate item, then please	1 thru 10	Sole Response	Desert Communications Inc.	\$ 35.00
	provide prices for power adapter(s).	11 thru 24	Sole Response	Desert Communications Inc.	\$ 35.00
		25 and greate	Sole Response	Desert Communications Inc.	\$ 35.00
	Brand/Model Submitted: <u>AIR-PWRINJ3</u>				
2	Access Points - Cisco Aironet 1200 series or compatible; 802.11g compliant; power over ethernet capability; with low gain directional antenna. Must include all mounting hardware or both vertical and horizontal mounting on walls or ceilings.	1 thru 10	1st Low	Desert Communications Inc.	\$ 660.00 \$ 100.00 Installation \$ 760.00 Total Cost
7	Installation with site survey cost included per each access point.		2nd Low	Access Communications	\$ 829.26 \$ 159.00 Installation \$ 988.26 Total Cost
		11 thru 24	1st Low	Desert Communications Inc.	\$ 660.00 \$ 100.00 Installation \$ 760.00 Total Cost
			2nd Low	Access Communications	\$ 829.26 \$ 159.00 Installation \$ 988.26 Total Cost
		25 and greater	1st Low	Desert Communications Inc.	\$ 660.00 \$ 100.00 Installation \$ 760.00



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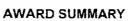
ITEM NO	DESCRIPTION	QTY		AWARD SUMMARY	
	Brand/Model Submitted: <u>Cisco Aironet 1200 - P/N AIR-AP1231G-A-K9</u> , includes antenna - AIR-ANT1729		2nd Low	Access Communications	\$ 829.26 \$ 159.00 Installation \$ 988.26 Total Cost
	If access point proposed does not support power over ethernet, and the adapter(s) is a separate item, then please	1 thru 10	Sole Response	Desert Communications Inc.	\$ 35.00
	provide prices for power adapter(s).	11 thru 24	Sole Response	Desert Communications Inc.	\$ 35.00
	Brand/Model Submitted: <u>AIR-PWRINJ3</u>	25 and greater	Sole Response	Desert Communications inc.	\$ 35.00
	Access Points - Cisco Aironet 1200 series or compatible; 802.11g compliant; power over ethernet capability; with high gain directional antenna. Must include all mounting hardware for both vertical and horizontal mounting on walls or ceilings.	1 thru 10	1st Low	Desert Communications Inc.	\$ 749.00 \$ 100.00 Installation \$ 849.00 Total Cost
	Installation with site survey cost included per each access point.		2nd Low	Access Communications	\$ 921.06 \$ 159.00 Installation \$ 1,080.06 Total Cost
		11 thru 24	1st Low	Desert Communications Inc.	\$ 749.00 \$ 100.00 Installation \$ 849.00 Total Cost
			2nd Low	Access Communications	\$ 921.06 \$ 159.00 Installation \$ 1.080.06 Total Cost
)		25 and greater	1st ∟ow	Desert Communications Inc	C 749.00 C 100.00 Installation C 849.01 Fotal Cos

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Exhibit B

PURCHASING SERVICES

25-1119-011CSP Wireless Data Connectivity





NO NO	DESCRIPTION	QTY		AWARD SUMMARY	
			2nd Low	Access Communications	\$ 921.0 \$ 159.0 Installatio \$ 1,080.0 Total Co.
	Brand/Model Submitted: <u>Cisco Aironet 1200 - P/N</u> <u>AIR-AP1231G-A-K9, includes antenna - AIR-ANT1949</u>				
	If access point proposed does not support power over ethernet, and the adapter(s) is a separate item, then please	1 thru 10	Sole Response	Desert Communications Inc.	\$ 35.0
	provide prices for power adapter(s).	11 thru 24	Sole Response	Desert Communications Inc.	\$ 35.0
		25 and greater	Sole Response	Desert Communications Inc.	\$ 35.0
9	Brand/Model Submitted: <u>AIR-PWRINJ3</u>				
	Access Points - Cisco Aironet 1200 series or compatible; 802.11g compliant; power over ethernet capability; without antenna. Must include all mounting hardware for both vertical and horizontal mounting on walls and ceilings.	1 thru 10	1st Low	Desert Communications Inc.	\$ 531.00 \$ 100.00 Installation \$ 631.00 Total Cos
	Installation with site survey cost included per each access point.		2nd Low	Access Communications	\$ 663.00 \$ 159.00 Installation \$ 822.00 Total Cos
		11 thru 24	1st Low	Desert Communications Inc.	\$ 531.00 \$ 100.00 Installation \$ 631.00 Total Cos
			2nd Low	Access Communications	\$ 663.00 \$ 159.00 Installation \$ 822.00 Total Cos

